that the weight of judicial decision had almost established the law the other way. It was objected in this case that the instructions to the jury could not be reviewed without the evidence, because it would not otherwise appear that they were improper and injurious. But the court said it would be presumed that there was evidence of some character to which the instructions would apply, and where such instructions would be erroneous "as applied to all possible evidence to which it would be applicable," then error existed. If this decision is followed the law on this point will be directly changed. In *Kelly* v. *Doyle*, 54 P. 394, the court said: "Alleged errors in giving instructions will not be reviewed where the abstract does not fully set forth the instructions, *and the evidence on which they were based*," and the rule was stated in almost identical terms in *Eickhof* v. *Chicago M. S. St. Ry. Co.*, 77 Ill. App. 196, thus: "The appellate court will not consider the instructions unless *all the evidence upon which they were based is before it.*" For a similar emphatic statement of the rule see *Felmet* v. *Southern Exp. Co.*, 31 S. E. 722, and *Yates* v. *United States*, 90 Fed. 57.

FOREIGN CORPORATIONS—SERVICE OF PROCESS UPON AGENT—WALL V. CHESAPEAKE AND OHIO R. R. Co., 95 Fed. Rep. 398.—A person employed in Chicago to solicit business and give information on behalf of a foreign railroad corporation, having no power to make contracts for the company, is not an agent on whom service of process against the company can legally be made under Illinois statute.

Wood, J., dissents, arguing on the ground that the power to make contracts is not the test of agency. The decision of this case turns primarily upon the interpretation of the State statute governing the service of process. The statute does not designate with any precision who is to be such an agent, that he may be served with process. The court in deciding this case in conformity with its previous ruling in *Fairbank & Co.* v. *Cincinnati*, 9 U. S. Appeal 212, seems to have laid down good law in spite of the excellent reasons expressed in the opinion of the dissenting justice. A careful reading of the case of *Maxwell* v. *Atchison, T. & S. F. Co.*, 34 Fed. Rep. 286, which gives the law on this subject, will show that he misunderstood the facts in the case of *Block* v. *Atchison, T. & S. F. Co*,. 21 Fed. Rep. 529, the only authority he gives in support of his views.

ILLEGAL CONSIDERATION—GAMING.—ST. LOUIS FAIR ASSOCIATION V. CARMODY ET AL., 52, S. W. 365.—Where plaintiff, in addition to conducting lawful races had arranged booths and appliances for gambling on the races, and contracted with defendant whereby he was to furnish refreshments, thus increasing the attraction and promoting the gambling. *Held*, that such contract was illegal and void.

This case discusses "*illegal consideration*," and purports to base its decision on this ground. It also states the contract to be "against public policy," and this would seem to be the true ground for its invalidity. The decision, if resting upon the doctrine of illegality of consideration, would carry that to a great extent. There was nothing illegal in the specific privileges for which the defendant (appellant) contracted, and the invalidity of the contract seems to arise out of its pernicious effects, since it, in its operation, promoted an illegal act, and the presumed intention of the parties must have been that it would do this. This was the ground of the decision in the case of *Pearce* v. *Brooks*, 1 L. R. Exch. 213, cited by the court as referred to in *Michael* v. *Bacon*, 49 Mo. 475, and given weight in the opinion.